



2011 Rules and Regulations

Sundays: 10am - 3pm— New earlier start time!

June 12th, 19th, 26th

July 3rd, 10th, 17th, 24th, 31st

August 7th, 14th, 21st, 28th

September 4th, 11th, 18th, 25th

October 2nd, 9th

November 20th (special Harvest Market)

Please note: July 10th we will be closed due to the City of Mercer Island SUMMER CELEBRATION.

August 7th we will be closed due to SEAFAIR WEEKEND.

- ✓ **It is a requirement that each Farmer/Vendor carefully read these Rules and Regulations and then sign the last page on our 2011 application to show that you have read this document and agree to comply with it.**

Mercer Island Farmers Market Mission Statement:

The Mercer Island Farmers Market connects growers, consumers, and the Island businesses to create a valuable, sustainable community asset. The benefits resonate beyond our local community by contributing to the sustainability of our region's agricultural production.

The Mercer Island Farmers Market was organized by Mercer Island residents who have a passion for healthy living, a desire to offer fresh locally grown produce and who want to support our local farmers. We strive to create a place for people of all ages to gather, learn and shop together.

The Mercer Island Farmers Market (MIFM) is located on SE 32nd Street just North of Mercedale Park between 77th Ave SE and 78th Ave SE. Our site is on level city streets which are closed off during Market hours. Located in the heart of the Town Center, there is a mix of residential and commercial buildings. Mercedale Park, a large community gathering area, adjoins the MIFM and has a pergola for music, with tables and chairs, a playground, and a skate park. We will have tastings, educational displays of produce and products, music to shop by, cooking demonstrations, and activities for children during our 2010 Market Season. Parking is plentiful at Farmers New World Life Insurance Company and restrooms are next to the Recycle Center adjacent to the Market. ATM machines are within walking distance of the Market location. There is very easy access from I-90 to our Market.

A LITTLE BIT ABOUT US:

The MIFM is a Washington State Non-Profit corporation governed by a volunteer Board of Directors. We are a group of dedicated citizens who are committed to working with farmers, the local business community and service organizations to support Washington State Farmers and Producers. FarmCity Alliance, a 501(c)(3) non-profit organization is our fiscal sponsor. The MIFM is a member of the Washington State Farmers Market Association.

Mercer Island Farmers Market 2011 Requirements:

Licenses, Insurance, Taxes & Permits

Farmers/Vendors must comply with all laws, ordinances, and regulations of the United States, Washington State, King County and the City of Mercer Island. Farmers/Vendors must have all necessary licenses or permits that may be required to produce and sell their products and shall provide the MIFM Manager with all current copies of such permits.

Washington State Tax Number (UBI-Unified Business Identifier)

The Washington State Department of Revenue requires our Market to verify that its Vendors are registered to do business in the State of Washington. All Vendors, unless exempt by law, shall supply the MIFM with a State UBI number with their Application. Applications submitted without a UBI number will not be considered.

City of Mercer Island Business License

The City of Mercer Island requires that **all prepared food Vendors and processed food Vendors** obtain a City of Mercer Island Business License. **Apply for this ONLY after accepted into the MIFM. No Vendor will be allowed to sell at the MIFM without proof of City of Mercer Island Business License on file before opening day.** Farmers that only sell raw and unaltered produce/products are exempt from this requirement. For more information, you can contact the City at 206-275-7783.

Retail Sales and B&O (Business & Occupation) Taxes

Retail Sales and B&O Taxes are the responsibility of the individual Vendor. For more information you can contact the Washington State Department of Revenue at (800) 647-7706.

Insurance

- ✓ **Automobile Insurance:** All Farmers and Vendors shall provide proof of current Automobile Insurance for all on-site vehicles, and provide the MIFM with a copy of the "Evidence of Insurance" which will be kept on file with the Market Manager.
- ✓ **Commercial General Liability Insurance and Product Liability Insurance:** All Farmers and Vendors accepted to vend at the Mercer Island Farmers Market are required to have Commercial General Liability Insurance with Product Liability included in that policy in the amount of at least \$1 million dollars and will provide the MIFM with a current copy of the "Certificate of Liability Insurance" after accepted into our Market. The reason that we are requiring product liability insurance is so that all Farmers and Vendors that are selling items that will be ingested have adequate coverage. **Upon acceptance into the MIFM, both "Mercer Island Farmers Market" and "FarmCity Alliance" must be listed as additional insureds. APPLY FOR THIS ONLY AFTER ACCEPTED INTO THE MIFM.** *If you have any questions about these requirements, please call the market manager at 206-235-1185.*

Processed Food Permit Requirements

Processed food vendors shall provide a copy of the **WSDA Commercial Kitchen Permit** and any other permit issued to you from the agency that inspects and licenses these venues. All dates must be current on the permits. Washington State Farmers Market Association (WSFMA) requires that all Processed Food Vendors must display copies of their licenses in their booths at all times. All King County Department of Health Permits also apply and must be supplied to Market Manager to keep in your file during the Market season.

Organic Certification

If a product is labeled "Organic," it must be certified as required by WSDA Organic Food Program. If a product is labeled "Certified Transitional," WSDA documentation must be available upon request. In compliance with the National Organic Program, the word "organic" may not be used during the transitional process. Certified Transitional implies that prohibited materials have not been applied within one year prior to the harvest of the crop and the grower holds a certificate from the WSDA stating as such. **Verbal or written declarations of organic status while selling at our Market, not certified or verified will result in termination of Vendor's ability to sell.** When a Farmer is selling both organic and non-organic produce at the same stand, the organic produce must be physically separated from the non-organic produce and signs must be clearly posted and labeled as to the growing methods used.

Unsprayed, Pesticide Free or Low Spray

Written and verbal representations regarding pesticide use, which cannot be certified, such as **"Unsprayed," "Pesticide Free," or "Low Spray"** will need a notarized affidavit attesting to how these procedures are followed. This affidavit will be kept on file with the MIFM Manager for the season. Consumer questions regarding farming practices must be answered factually and accurately.

Food Handler's Permit

Each prepared food Vendor, baked goods Vendor and those handling or sampling foods, must have a current King County Department of Health Food Handler's Permit on file with Market Manager during the Market season. Check with King County Health Department for requirements. 206-296-4791.

Mercer Island Farmers Market 2011 Vendor Expectations

Cooperation is essential for set up at the Market! The MIFM Manager has the sole discretion for market layout and any adjustments. All Vendors with assigned booth spaces may arrive and enter the Market site at **8:00am to set up**. Vendors will be allowed to drive in to off-load products between 8am-9:30am.

- ✓ **SPEED LIMIT ON MARKET PREMISES IS 5 MPH AND WILL BE STRICTLY ENFORCED!** During the unloading time of 8-9:30am, each Vendor must unload everything, and go park the vehicle BEFORE starting the process of setting up. Vendors, who arrive after 9:30am, will have to off-load from an adjacent street or the designated Vendor parking lot. MIFM Manager will supervise and make necessary arrangements on a case by case basis.
- ✓ Please refrain from selling before 10am as well as after 3pm, when the bells have rung! If you have a customer before 10am or after 3pm, please make sure to find the Market Manager to handle on a case by case basis.

Booth Staffing

Each booth shall be staffed by the farm or business owner, a family member or an employee, as listed on page 6 of the 2011 MIFM Application. We expect that all staff will have working knowledge of the farm/business in order to develop good customer relationships, which is an important goal of our Market. *Communication is the key to our success!* It is required that contact email addresses and cell phone numbers are provided on the Application so that if Market Manager needs to contact someone on a Market day, we can. If an employee becomes ill, please make sure that they stay home so as not to spread germs to others. Responsible conduct when ill is part of good business practices and will be strictly enforced for the safety and general health of our Market.

- ✓ **If you know ahead of time that you will not be at a Market day and will be sending someone else in your place, please make sure that the Market Manager is notified in advance with the contact name and cell phone number. If you are sick or not feeling well prior to a Market day, please call the Market Manager as soon as possible. If you are running LATE, please make sure that you call the Market Manager at 206-235-1185.**

Safety is paramount in all operations of the Market

Secure your valuables. Take all purses, cash boxes etc. with you when you are away from your booth. All vendor equipment (i.e. tables, canopies) must be maintained and used in a safe manner. Tables must have smooth edges, legs shall be firmly locked into place and remain stable when fully loaded. Canopies must be sufficiently and safely anchored to the ground. Pedestrian sidewalks must be clear of all obstructions. All displays must be carefully set up and taken down. The MIFM and its representatives are not responsible for loss of property or damage.

Canopies, Umbrellas and Tables

Each Vendor is responsible for providing a canopy or umbrella, which is limited to a 10' by 10' size, for a single booth. All Vendors products for sale must be set up under canopies in order to sell at the MIFM. Canopies are the first thing to be set up and all Vendors are required to have Canopies/Umbrellas **sufficiently and safely anchored to the ground from the time their canopy is put up to the time it is taken down.** Any Vendor who fails to properly anchor his or her canopy will not be allowed to sell at the MIFM on that Market day. Any damage incurred by a Vendor or others due to insufficient weights will be at the sole expense of the Vendor. All canopies, umbrellas and other forms of stall cover must be sufficiently and safely secured to the ground, from the moment the canopy is erected at the start of the market day until the moment immediately before it is taken down at the end of the market day. **Sufficiently means at least 24 pounds per leg for canopies, and at least 50 pounds for umbrellas.** Safely means that the method used to secure the canopy does not create its own safety hazards. Canopy weights must not create a tripping hazard. Canopy weights should be securely tethered to the canopy with lines that are clearly visible. Canopy weights should have soft edges to avoid causing scrapes and cuts, and should be secured to the bottom of the canopy's legs, with tethers stretching up to the inside corner of the canopy to lower the center of gravity and not create any tripping hazard.

Signs

All Vendors will post a sign identifying the name of the represented Farm/Business and where it is located. Vendors must have all signs displayed before the Market opens. All signs must be placed **INSIDE YOUR BOOTH AREA,**

as to not disrupt the flow of customer traffic, and also placed in a respectful way for neighboring booths so there is access and visibility for everyone. All produce/product signage must be true and accurate. All produce/products must be clearly labeled as to what the product is and how much it costs. When a Farmer is selling both organic and non-organic produce at the same stand, the organic produce must be physically separated from the non-organic produce and signs must be clearly posted and labeled as to the growing methods used. Please limit any advertising or other type of marketing (CSA, websites, etc.) to brochures or small informational signs on your tables.

Product Quality

Vendors are responsible for the quality and safety of their food. Selling inferior quality or adulterated food at the MIFM is strictly prohibited. **Only the finest, freshest produce and products will be allowed for sale at our Market.** Market Manager has the right to deny any vendor to sell any produce/product.

Product Pricing

We have had complaints by customers that our Market prices are more expensive in some cases and we request Vendors to price products the SAME at our Market as all other King County Markets.

All products sold at the MIFM shall be clearly marked with a fair and reasonable price, set by the individual Vendor. Vendors shall either individually tag each item with a price or list all produce and prices on a blackboard/sign that is clearly readable. *Our customers are VERY savvy and do compare prices and will go elsewhere for better value.* Help to preserve our Market by pricing items fairly. The integrity of our Market is very important. If you are weighing and adding multiple items all day long, please use a calculator to ensure correct calculations.

Scales

Vendors that sell products by weight shall provide their own scales, which must be "legal for trade" and are subject to inspection by the Market Manager and the Department of Agriculture's Weights and Measures Program. All scale displays must be readable and within easy sight of customers. All scales must be registered annually by the Washington State Department of Licensing.

Sampling Requirements

Sampling may take place **ONLY if approved ahead of time** by the MIFM Manager and if Vendor agrees to comply with all King County Dept. of Health requirements. The Farmer/Vendor must have a working warm water hand washing station in the booth **set up first**, wash the samples **ON SITE** at our **3 compartment sink provided**, and transport the washed produce in a **clean container** back to your booth. All Vendors must protect the samples from contamination with a sneeze guard, and provide the samples with single service utensils, such as toothpicks. Food can only be handled with tongs, bakery papers, scoops, or disposable rubber/plastic gloves. Bare hand contact with food is not allowed. Cutting implements are to be changed or washed every two hours with soap, running water, and paper towels. Potentially hazardous foods can be sampled only as long as they are kept in the correct hot or cold temperature zone, and utensils are used. Disposable serving utensils, like toothpicks, are to be used for the public. Food serving utensils need to be changed every two hours. Vendors should bring three sets for the five-hour Market. **ALL VENDORS must abide by the Washington State Department of Health requirement that you wash hands with warm water TWICE after using the restroom once at the restroom with warm water and then again at your hand wash station back at your booth BEFORE handling products.**

Vendor Relations

It is the Market's policy to foster good relationships between Farmers/Vendors and Customers. The Vendor should be able to satisfy the customer with quality products and promote goodwill by being fair. **Refunds:** Customers who have a legitimate complaint about the produce they purchased should be given a full monetary refund or product replacement of equal value. Complaints that seem unfounded or excessive by the customer may need to be addressed by the Market Manager. If a Vendor has a concern, please request, fill out and submit a Vendor Concern Form at the Information Booth or with the Market Manager. It will be reviewed and responded to promptly by the Market Manager. All Vendor employees working at the Market are expected to be familiar with these Rules and abide by them.

Warnings or Violations

Market Manager will keep a log of any verbal warnings or rule violations given during the Market Season. First warning will be verbal, second warning will be written, and third warning will either be a fine or termination of ability to continue at our Market.

Booth Maintenance

Please maintain your booth in a clean, safe and sanitary manner. During the Market hours, please make sure to check the front of your booth for dropped food/litter and remove any debris. If you are sampling you are required to have adequate depositories for trash generated and take that with you at the end of the day. Vendors who sell out early are to post a sign to that effect and remain at the booth until the end of the Market day.

Please refrain from selling to customers after the Market closes at 3pm. It is not fair to the other Vendors and we only have one hour until the street opens to public traffic at 4pm.

Clean Up

Each Vendor agrees to thoroughly clean up his or her booth space at the close of each Market. This includes **hauling away any trash or garbage that is generated in or around the booth and sweeping up any debris left on the ground.** Vendors may not dispose of any produce waste, overripe/leftover produce or boxes in any on-site garbage can or receptacle. Market receptacles are available for customer use only. Vendors should bring supplies to clean their booths. **Vendors need to be loaded up and off the site no later than 4pm.**

Food Bank Donations

The MIFM will collect any food/produce at the end of the day and it will be weighed, recorded and delivered to a local food bank.

Children of Vendors

We care about your children. Vendors need to closely supervise and keep a watchful eye on their children at all times on the premises during the Market day. Set-up and take down are especially dangerous when vehicles are moving within the Market area. Small children should not be allowed to wander throughout the Market area without a parent or guardian with them. The Market takes no responsibility for safety or whereabouts of children.

Protocol for any Lost or Missing Child during Market hours

Vendors might be asked to pass along any necessary information from booth to booth if needed.

If a child is apparently lost (can't locate their parents or guardian), he/she should be brought to the Information Booth. **If a child is missing, call 911 immediately** with a detailed description and known circumstances of the missing child.

Coordination of the situation should again be taken care of at the Information Booth.

Smoking

Smoking is not allowed during Market hours.

Alcohol

Consumption of Alcohol is not allowed in the Market area. Vendors may not be under the influence of alcohol or drugs during Market hours, nor bring any open alcohol or drugs onto the Market premises.

Pets

Only Trained Service Animals are allowed in the Market area.

Music

The Market will provide music to shop by each Market day.

Water

Hot and Cold water is available in our 3 compartment sink located next to the restrooms. Please remember to use this to wash your hands with warm water every time after you use the restroom and again back at your booth at your warm water hand-washing station before handling produce/products.

Electricity

Electricity is limited and only available if necessary.

Sustainability

We are now a ZERO waste Marketplace! As part of our goal to be good stewards of the environment, we request that all Farmers and Vendors use biodegradable or recyclable packaging. More info at:

www.gogreenscene.com/Cedar_Grove_Packaging-list.aspx

- ✓ **Plastic water bottles are not allowed to be sold at our Market.**

Farm Visits

All Farmers/Vendors agree to allow a representative from the Market (or a 3rd party inspector hired by the MIFM) to visit your business address, if requested, with 24 hour notice.

Product Requirements

- ✓ **King County Health Department requires that the Market Managers inspect all food vendors and farmers that are sampling. All Vendors agree to comply with the Dept. of Health rules and will comply with Market Manager daily inspections and requests.**

King County Dept. of Health Checklist:

Please check each item to show that you have read these rules and agree to abide by them:

- All vendors will wash hands frequently throughout the entire day
- All vendors will wash hands at our 3-compartment sink with hot water after using the restroom and then again at the booth before handling any products
- All prepared food Vendors and any Vendor sampling will set up a GRAVITY FLOW hand wash station first with warm water, a tub to catch the water, pump soap and paper towels
- All vendors will dispose of any and all wastewater properly - must go down the drain at our 3-compartment sink
- All Vendors will keep all products stored off the ground and away from customer/animals reach
- All Vendors will keep coolers at 41degrees or below (if applicable)
- All Vendors will ensure proper hot-holding procedures - 140 or above (if applicable)
- All Vendors will wash all produce used for sampling (if applicable) (see pg. 4 of these Rules)
- All Vendors will have no bare hand contact with products sold or sampled (if applicable)
- All Vendors will have sneeze guard protection for sampled/displayed products that are not fully wrapped (if applicable)
- All Vendors will provide leak-proof garbage containers in your booth
- All packaged products will be labeled as required: (1) the name of the product 2) company name 3) address 4) net weight in ounces and metric on the bottom one-third of label and 5) ingredients listed in decreasing order of predominance
- Consumer advisory posted when necessary (i.e. raw or unprocessed)
- All Vendors will use sanitary solution (1 t bleach to 1 gallon of water) to keep table tops clean and store the cleaning solution away from all food and keep it properly sealed (if applicable)
- If a Vendor is cooking – must have a fire extinguisher on premises and know how to use it
- All prepared food vendors will have a working metal stem or digital thermometer in booth at all times and will check temps frequently (potentially hazardous foods)

Fresh Farm Products

These include fresh fruits and vegetables, berries, herbs, nuts, dairy products, honey, eggs, poultry, meats, mushrooms, fresh flowers, plants and nursery stock. All fresh farm products must be grown or produced in Washington State or fished

for in the Pacific Northwest Region. Vendors are permitted to sell only food, agricultural, or other items that they themselves have grown, produced or processed. Each vendor is required to list on their Application **ALL** crops and products that their farm/business produces and that will be sold at the Market. Vendors may only sell the items listed on their Applications. The Vendor must be the actual owner or operator of the farming operation and may not be operating it under a franchise or similar agreement. The Vendor must propagate all plants and flowers from seed, cuttings, bulbs or plant division. ****Anyone who is selling produce/products that are not grown by them, while claiming that it is, will be expelled from the Market.**

Apiaries

The Mercer Island Farmers Market (MIFM) requires that all bee keepers must register their bee hives with the Washington State Department of Agriculture annually and requires a current copy showing proof of membership to the WA State Beekeepers Association. The term "honey" as used herein is the nectar of floral exudations of plants, gathered and stored in the comb by honey bees (*Apis mellifera*). Only Washington State honey will be allowed for sale at the MIFM. The honey brought to Market must be labeled with the name/address of the producer, the net weight of the honey, and the grade of the honey. If the beekeeper blends two or more floral sources of honey they must list all the types of honey in the blend. Infused honey must be clearly labeled as 'infused' with the ingredient that it has been infused with. No honey will be allowed to be sold at our Market that contains any types of artificial or natural sweeteners – it must be pure honey. Bee keepers agree to allow the Market Manager or a hired 3rd party to come and inspect every location where honey is being produced, stored, packed, or offered for sale, and to be allowed to take up to 8 oz. of honey for analysis if necessary.

Value Added Farm Foods

These include jams, preserves, jellies, cheese, syrups, cider, salsas, smoked meats or fish, sausage, dried fruit, flours and salad dressings. **All Value Added Farm Foods must be made from local, raw products/ingredients, a majority of which are produced by the farmer.** Vendors must have personally cooked, canned, preserved, or otherwise treated the product they sell OR have personally overseen the production of their product in a permitted, commercial facility. All Value added farm foods must supply the MIFM with the required permits and licenses and be covered by general liability insurance. The Vendor must be the actual owner or operator of the farming operation and may not be operating under a franchise or similar agreement. All packaged foods must meet Washington State labeling requirements. Labels must include: 1) the name of the product 2) company name 3) address 4) net weight in ounces and metric on the bottom one-third of label and 5) ingredients listed in decreasing order of predominance.

Processed Farm Foods

These include juices, preserved foods, jams, baked goods, pasta, salad dressings, granola, and related take home foods, not prepared at the Market. **All processed farm foods must be made from local, raw products/ingredients, a majority of which are produced by the farmer.** Vendors must have personally cooked, canned, preserved, baked or otherwise treated the product they sell OR have personally overseen the production of their product in a permitted, commercial facility. All processed farm foods must supply the MIFM with the required permits and licenses and be covered by general liability insurance. The Vendor must be the actual owner or operator of the farming operation and may not be operating under a franchise or similar agreement. All packaged foods must meet Washington State labeling requirements. Labels must include: 1) the name of the product 2) company name 3) address 4) net weight in ounces and metric on the bottom one-third of label and 5) ingredients listed in decreasing order of predominance.

Prepared Foods

These include all freshly made foods available for sale and immediate consumption on-site. The Vendor must be the actual owner and operator of the business and may not be operating it under a franchise or similar agreement. **When selecting Prepared Food Vendors, consideration will be given to those vendors who prepare their foods from local raw ingredients, grown and/or produced in Washington State whenever possible.** Baked goods and prepared foods should highlight regional produce and seasonal ingredients, when possible, and should be prepared with healthful whole grains and unrefined sugars. Vendors are required to have a metal stem or digital thermometer and be monitoring the temperatures of their coolers and products regularly to ensure that items are stored at 41 degrees or below or 140 degrees or above. Prepared food Vendors must have a fire extinguisher in his/her booth at all times and know how to use it. If there is a hot surface or an open flame, there must be 10 feet of extra space on two sides of the heat source for safety purposes. Also, we are now a ZERO waste Marketplace! As part of our goal to be good stewards of the environment, we request that all Farmers and Vendors use biodegradable or recyclable packaging. More info at:

Fish/Seafood Vendors

Fish/Seafood Vendors must own and operate their own fishing vessel and sell only what they have fished for and caught in the waters of the Pacific Northwest Region. No brokering wholesale from a second party. **Fish/Seafood Vendors must have the "Landing" or "Fish Tickets" properly and accurately completed prior to arrival each Market day.**

There must also be documentation of processing and cold storage on site each Market day for review by the Market Manager. Everything you plan to sell during the Market season should be listed on your Application. If you would like to be able to add specific products, you must contact the Market Manager **ahead of time for approval**. No farm raised fish/seafood is permitted to be sold at the Market.

Application Fees

The application fee is \$25 for the 2011 Season. In order for your application to be considered, you must include all applicable current photocopies of licenses, permits, etc. with the application. Upon acceptance into the MIFM, you will be notified and additional insurance paperwork and a Mercer Island Business License (*if applicable*) will be required to secure your spot.

Checks addressed to: **Mercer Island Farmers Market P.O. Box 71 Mercer Island WA 98040**

Daily Booth Fees

Each Vendor will be charged the following fee due at the end of each Market day:

Farms and Added value/Processed Foods:

10 X 10 space: \$25 or 6% daily sales (whichever is greater)
10 X 20 space: \$50 or 7% of daily sales (whichever is greater)
\$5 additional fee to park at/near site (*limited spaces*)

Prepared Food Vendors:

10 X 10 space: \$30 or 7% of daily sales (whichever is greater)
10 X 20 space \$60 or 8% of daily sales (whichever is greater)

Audits

Vendors are expected to accurately report all gross sale totals on the Vendor Daily Sales Form at the end of each Market day. The MIFM may conduct random booth audits at any time during the Market season. These audits will be carried out by a third party and the Market and the Vendor will agree to split any fees for these services.

Vendor Cancellation or No-Show

Vendors who cannot attend the Market on a date that you circled on the MIFM Application and have therefore committed to attend, must contact the Market Manager at least 48 hours prior to the Market day (by 11am Friday). Vendors who do not give proper notice will be charged a cancellation fee equal to their daily booth rate unless there is evidence of an emergency. Please call Market Manager at: **(206) 235-1185** if you need to cancel.

✓ **'No Shows' will be charged the flat fee for your reserved space.**

If it becomes a reoccurrence, this may be grounds for termination of Vendor's participation in the Market.

Mercer Island Farmers Market Manager

The MIFM Manager is responsible for all pre-operational site inspections with the City of Mercer Island and King County Department of Health Inspectors, checking to ensure that we have met all codes necessary for a healthy and safe Market place. Upon acceptance into the MIFM, the Market Manager is responsible for making sure that all paperwork for each

Farmer/Vendor is current and complete. The Market Manager oversees daily set-up and break down, makes the Dept. of Health rounds and keeps a log to insure food is handled according to codes, manages volunteers and handles the collection of fees at the end of the day. The Market Manager will make Vendor selections and booth location assignments based on the need for specific products and to create a varied and appealing Market. In the selection process, consideration will be given to Vendors who are supporting local farms by using raw, local produce/products whenever possible. The MIFM Manager will also handle all public concerns and Vendor matters. The MIFM Manager is the link between Vendors, Customers and the MIFM Board of Directors. The MIFM Manager will interpret, implement, monitor compliance with and enforce the MIFM Rules and Regulations on and off site.

For All Vendors

If a Vendor wishes to add a new product for sale at the Market, the Vendor must inform the Market Manager of his/her intent BEFORE bringing it to Market! Requests for new products will be handled on a case by case basis and if approved, will be added to your application on file.

If a Vendor is under investigation for any reason during our Market season, the Mercer Island Farmers Market reserves the right to suspend that Vendors ability to sell until the investigation is over and any disputes are resolved.

Each year, Vendor Selection will be for one season only. Prior to the next season, everyone must read the Rules and Regulations for the upcoming season and re-apply. The deadline to apply for the 2011 Season is: **March 18th, 2011** and everyone who applies will be notified as soon as possible. Vendor selection is at the sole discretion of the Mercer Island Farmers Market. Vendor selection will be based on the following:

- **Product mix:** Our booth spaces are available to Washington State farmers who sell their own produce/products and small food businesses that create their menus using local farm ingredients first and whenever possible.
- **Product quality:** Selection of the highest quality, freshest produce will be considered.
- **Vendor reported sales:** In order to sustain a financially healthy market, our expectation is that vendors will do a minimum of ~\$300 reported sales per market day.
- **Vendor performance:** (if at Market for prior season) Compliance with Rules and Regulations, Manager direction, punctuality, adequate notice of cancellation, prompt clean up, product quality, fair pricing, good display, and sales record.
- **Available space** at the Market for type of product offered.

The MIFM reserves the right to modify these Rules and Regulations at its discretion. All Vendors will be notified if any changes are made.

PLEASE NOTE THAT THIS CLAUSE WRITTEN BELOW IS PROVIDED FOR YOU ON THE LAST PAGE OF YOUR 2011 MERCER ISLAND FARMERS MARKET APPLICATION AND YOU WILL NEED TO SIGN AND DATE IT (on the application) IN ORDER FOR YOUR APPLICATION TO BE CONSIDERED COMPLETE.

I have read, understand, and agree to comply with the **2011 Mercer Island Farmers Market Rules and Regulations** and by signing my name below, I am bound by the terms and conditions outlined in the 2011 MIFM Application and the Rules and Regulations. I understand and agree that any family members and employees at the MIFM site will be made aware of and bound by the same Rules and Regulations of the MIFM. Vendors are responsible for the quality and safety of the products they sell and agree to comply with all Federal, WA State and King County Health Department Rules and Regulations.

By signing below, Vendor agrees to defend, indemnify, keep and hold harmless the Mercer Island Farmers Market, MIFM Board of Directors, MIFM Manager, and FarmCity Alliance, their agents and representatives from and against, any and all claims and demands, whether for injuries to persons, loss of life, or damage to property, on or off the premises, arising out of the use or occupancy of the premises by Vendor.

Vendor further agrees to defend, indemnify, and save harmless the City of Mercer Island, its appointed elective officers and employees, from and against all loss of expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City of Mercer Island, its elected or appointed officials or employees directly or indirectly arising out of the permit issued for the Mercer Island Farmers Market. It is further provided that no liability shall attach to the City of Mercer Island, by reason of issuing the Permit for the MIFM.

Please sign that you have read and agree to abide by the 2011 Rules and Regulations on the last page of the 2011 Mercer Island Farmers Market Application.

Thank-you